

EXHIBIT C

STERN LAVINTHAL & FRANKENBERG LLC
 105 Eisenhower Parkway - Suite 302
 Roseland, NJ 07068
 (973) 797-1100
 Attorneys for Plaintiff
 Djibril Carr, Esq.: 118012014
 201902173

CITIGROUP MORTGAGE LOAN TRUST INC..
 ASSET-BACKED PASS-THROUGH
 CERTIFICATES, SERIES 2007-AMC2, U.S. BANK
 NATIONAL ASSOCIATION, AS TRUSTEE

vs. Plaintiff

JOHN BARRY, JR.; et al.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
 CHANCERY DIVISION
 BURLINGTON COUNTY

DOCKET NO.: F-020437-19

CIVIL ACTION

SUMMONS

From The State of New Jersey
 Name of the Defendant(s) to be served:

JOHN BARRY, JR. AND MRS. JOHN BARRY, JR., HIS WIFE
 Address of the Defendant(s) to be served:
 232 AMHERST AVE
 PEMBERTON, NJ 08068

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A \$175.00 filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

/s/ Michelle M. Smith
 Michelle M. Smith,
 Clerk of the Superior Court

DATED: December 19, 2019

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND
 ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

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CITIGROUP MORTGAGE LOAN TRUST
INC. ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2007-AMC2, U.S.
BANK NATIONAL ASSOCIATION, AS
TRUSTEE

Plaintiff

vs.

JOHN BARRY, JR.; MRS. JOHN BARRY,
JR., HIS WIFE; MARIE A. BARRY; JOHN
WESLEY BARRY; PROSPERITY UNITED
TRUST; UNITED STATES OF AMERICA;
OCEAN MEDICAL CENTER; AMERICAN
EXPRESS NATIONAL BANK and STATE
OF NEW JERSEY

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BURLINGTON COUNTY

DOCKET NO.:

CIVIL ACTION

MORTGAGE
FORECLOSURE COMPLAINT

CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2007-AMC2, U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, with an office at 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368, the plaintiff
in the above entitled cause, says:

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FIRST COUNT

1. On the date set forth in 1-a following, the obligor(s) named in 1-b following, in the sum set forth in 1-d following executed to said obligee so named in 1-c following, an obligation, bond/note, dated the date set forth in 1-a following, to secure the sum set forth in 1-d following, payable on the date set forth in 1-f following, with interest at the rate per annum set forth in 1-e following, payable as set forth in 1-g following:

1-a. Date: October 6, 2006

1-b. Obligor(s): JOHN BARRY, JR.

1-c. Oblige: ARGENT MORTGAGE COMPANY, LLC

1-d. Amount of Obligation: \$160,000.00

1-e. Per annum interest rate: 6.800%

1-f. Due date of Obligation: November 1, 2036

1-g. Manner of payment of Obligation: By the payment of the initial sum of \$1043.09 per month in equal monthly installments for interest and principal commencing on December 1, 2006 and continuing on the first day of each month thereafter, with a final installment of all accrued and unpaid interest and any unpaid principal on or before November 1, 2036.

1-h. The note and mortgage do not contain a pre-payment penalty clause.

1-i. A Loan Modification Agreement between JOHN BARRY, JR. and CITIMORTGAGE, INC was dated on May 25, 2011 changing the principal balance to \$173,923.98, the interest rate to 3.800% from the 1st day of June, 2011, the monthly payment of principal and interest to \$887.87 beginning on the 1st day of July, 2011. The interest rate to 4.625% from the 1st day of June, 2016, the monthly payment of principal and interest to \$954.78 beginning on the 1st day of July, 2016, and the maturity date to November 1, 2036.

2. To secure the payment of the aforesaid obligation, the obligor(s), named in paragraph 1-b above, and mortgagor(s), JOHN BARRY, JR. and MARIE A. BARRY, executed to ARGENT MORTGAGE COMPANY, LLC, (hereinafter, Mortgagee), mortgage of even date with said obligation, and thereby conveyed to the Mortgagee in fee the land hereinafter described, on the express condition that such conveyance should be void if payment should be made at the time and times, and in the manner described in said obligation. Said mortgage was duly recorded on the date set forth in 2-a following, in the County Office set forth in 2-b following, and in the County Mortgage Book set forth in 2-c following:

2-a. Date mortgage was recorded: November 2, 2006

2-b. County Office where mortgage was recorded: Clerk/Register of Burlington County.

2-c. Mortgage Book 11176, Page 334

2-d. Said obligation and mortgage were assigned to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR CITIMORTGAGE, INC. by written assignment dated February 18, 2009 and of record on February 24, 2009 in the Office of the Clerk/Register of Burlington County in Assignment Book ER-78, Page 565.

2-e. Said obligation and mortgage were further assigned to CITIMORTGAGE, INC by written assignment dated July 19, 2012 and of record on August 3, 2012 in the Office of the Clerk/Register of Burlington County in Assignment Book OR-13023, Page 881.

2-f. Said obligation and mortgage were further assigned to CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-AMC2, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE by written assignment dated December 2, 2014 and of record on December 16, 2014 in the Office of the Clerk/Register of Burlington County in Assignment Book OR-13152, Page 2769.

3. The mortgaged premises are described as follows:

See Schedule "A" annexed hereto and made a part hereof. The Metes and Bounds description is from the mortgage that is the subject of this foreclosure.

3-a. Plaintiff is the HOLDER of the Note and Mortgage.

3-b. This is not a Purchase Money Mortgage.

3-c. Through inadvertence, a scrivener's error was committed in the 1st course of the metes and bounds description stating distance as 85 degrees. Whereas, the 1st course in the metes and bounds description should state distance as 85 feet.

3-d. John Barry, Jr. is also known as John Barry but has been designated herein as John Barry, Jr.

4. The obligation aforesaid contained an agreement that if any installment payment of interest and principal, taxes and insurance premiums should remain unpaid for thirty (30) days after the same shall fall due, the whole principal sum, with all unpaid interest and late charges, if any, should at the option of the above named mortgagee or its heirs, executors, administrators, representatives or assigns, become immediately due and payable.

5. The following instruments appear of record which affect or may affect the premises described in paragraph 3 above, all of which instruments are subordinate to the lien of the mortgage set forth in paragraph 2 above:

a) The present marital status of JOHN BARRY, JR. cannot be ascertained and defendant, MRS. JOHN BARRY, JR., HIS WIFE, the unknown spouse of JOHN BARRY, JR., is hereby named for any interest or right he/she may hold in the property. Any title interest, dower/curtesy or possessory right, if any, acquired by MRS. JOHN BARRY, JR., HIS WIFE was subsequent to the subject mortgage. Any interest or right she/he has in such

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property is subordinate and subject to the aforesaid mortgage. MRS. JOHN BARRY, JR., HIS WIFE is made a party defendant by virtue thereof.

b) By Deed dated May 21, 2019, JOHN BARRY conveyed the premises described in Paragraph 3 above to JOHN WESLEY BARRY AS TRUSTEE FOR PROSPERITY UNITED TRUST, which Deed is of record on June 17, 2019 in the Office of the Clerk/Register of the county of Burlington in Deed Book OR-13392, Page 6014. JOHN WESLEY BARRY is made a party defendant by virtue thereof.

c) By Deed dated May 21, 2019, JOHN BARRY conveyed the premises described in Paragraph 3 above to PROSPERITY UNITED TRUST, which Deed is of record on June 17, 2019 in the Office of the Clerk/Register of the county of Burlington in Deed Book OR-13392, Page 6014. PROSPERITY UNITED TRUST is made a party defendant by virtue thereof.

d) UNITED STATES OF AMERICA is made a party defendant hereto by virtue of a certain Notice of Federal Tax Lien dated May 20, 2016 against JOHN BARRY, JR. AND MARIE BARRY of record on May 31, 2016 in the Office of the Clerk/Register of Burlington in Book OR-13224, Page 1739 in the sum of \$125,005.37, a copy of which is annexed hereto and made a part hereof. UNITED STATES OF AMERICA is made a party defendant by virtue thereof.

e) On July 14, 2008 a judgment was entered in the Superior Court of New Jersey (No. DJ 160897 2008) in favor of OCEAN MEDICAL CENTER and against JOHN BARRY in the sum of \$591.34, plus costs. OCEAN MEDICAL CENTER is made a party defendant by virtue thereof.

f) On March 22, 2017 a judgment was entered in the Superior Court of New Jersey (No. DJ 041329 2017) in favor of AMERICAN EXPRESS BANK FSB and against J. BARRY in the sum of \$9,253.56, plus costs. AMERICAN EXPRESS BANK FSB IS NOW KNOWN AS AMERICAN EXPRESS NATIONAL BANK. AMERICAN EXPRESS NATIONAL BANK is made a party defendant by virtue thereof.

g) On January 23, 2019 a judgment was entered in the Superior Court of New Jersey (No. PD 012068 2019) in favor of OFFICE OF THE PUBLIC DEFENDER and against JOHN BARRY in the sum of \$150.00, plus costs. STATE OF NEW JERSEY is made a party defendant by virtue thereof.

6. Pursuant to the terms of the obligation referred to in paragraph 1 above (the terms of which are incorporated in the mortgage referred to in paragraph 2 above), the obligee named in said obligation reserved the right to pay taxes or other liens affecting the premises herein described, which liens are superior to the lien of the mortgage referred to in paragraph 2 above and which liens, when paid by the obligee or assignee, together with interest thereon as provided in said obligation and mortgage, are to be added to the amount due on the obligation and mortgage. The obligee may be required to pay such liens and/or insurance and necessary expenses to preserve the security during the pendency of this action and will demand that such payments so made by said obligee or assignee together with interest be added to the mortgage debt as aforesaid and secured by the Plaintiff's mortgage.

6-a. Said note and mortgage further provide that the Obligee may collect a late charge not to exceed 5% for each dollar of each payment more than 15 days in arrears to cover an extra charge in handling delinquent payments.

7. By the terms of the obligation and mortgage referred to in paragraphs 1 and 2 above, Plaintiff herein has the right to foreclose under the terms of the mortgage.

8. By the terms of the obligation and mortgage referred to in paragraphs 1 and 2 above, an installment payment of principal and interest, taxes and insurance became due on 2/1/2019. Said installment payment and all subsequent monthly installment payments have not been paid. The defendants named in paragraph 1-b above, or the grantee or grantees, if any, of said defendants, are in default having failed, refused or neglected to make said payments to the plaintiff herein as required. Plaintiff herein, by reason of said default elected that the whole unpaid principal sum due on the aforesaid obligation and mortgage referred to in paragraphs 1 and 2 above with all unpaid interest and advances made thereon shall now be due.

8-a. The obligor has failed to make the installment payment due on 2/1/2019, and all payments becoming due thereafter, therefore the loan is in default.

9. Any interest or lien on the premises described in paragraph 3 above which the mortgagors named in paragraph 2 above or the grantees of said mortgagors, or which subsequent encumbrances or lien holders, if any, named in paragraph 5 above, who are the defendants herein have or claim to have in or upon the aforesaid mortgaged premises or some part thereof are subject and subordinate to the lien of the mortgage set forth in paragraph 2 above, which mortgage is held by the plaintiff herein.

10. At least 30 days prior to filing the Complaint, plaintiff complied with the notice requirement of Section 4 of the New Jersey Fair Foreclosure Act.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the mortgage referred to in paragraph 2 above;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the aforesaid lands;

- (c) Directing that plaintiff be paid the amount due to plaintiff as provided in the mortgage set forth in paragraph 2 above, together with interest and costs;
- (d) Adjudging that the lands described in paragraph 3 above be sold according to law to satisfy the amount due to plaintiff on the mortgage set forth in paragraph 2 above;
- (e) Appointing a receiver of the rents, issues and profits of the lands described in paragraph 3 above.

SECOND COUNT

1. By the terms of the obligation and mortgage referred to in paragraphs 1 and 2 of the First Count of this Complaint, the plaintiff herein is entitled to possession of the tract of land with the appurtenances as more particularly described in paragraph 3 of the First Count herein.

2. On the date set forth in 2-a following, the plaintiff, by the terms of the obligation and mortgage aforesaid, became entitled to possession of the premises described in paragraph 3 of the First Count of this Complaint.

2-a. The obligor has failed to make the installment payment due on 2/1/2019, and all payments becoming due thereafter, therefore the loan is in default.

3. The defendants named in paragraph 1-b, paragraph 2 and paragraph 5 of the First Count of this Complaint have or may claim to have certain rights in the premises described in paragraph 3 of the First Count of this Complaint and by reason thereof have since the date set forth in paragraph 2-a above deprived the plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, the plaintiff demands judgment against the defendants or anyone holding possession under them on behalf of itself as well as the successful purchaser at the foreclosure sale:

- (a) For possession of said premises.
- (b) For damages for mesne profits.

(c) For costs.

THIRD COUNT

1. Plaintiff repeats the allegations contained in the First and Second Counts as if same were repeated as length.
2. Schedule "A" attached to the mortgage contained a scrivener's error, to wit: a scrivener's error was committed in the 1st course of the metes and bounds description stating distance as 85 degrees. Whereas, the 1st course in the metes and bounds description should state distance as 85 feet.
3. Schedule "A" attached to the Complaint has been corrected so as not to contain the aforesaid scrivener's error.
4. Plaintiff is entitled to have said scrivener's error corrected at Final Judgment and to have the corrected Schedule "A" attached to the Writ of Execution and in the Deed to be issued by the Sheriff of Burlington County, subsequent to the sale of the premises by the Sheriff.

WHEREFORE, Plaintiff demands judgment:

- a) Correcting the scrivener's errors as aforesaid; and
- b) Allowing the corrected Schedule "A" to be attached to the Writ of Execution and the Deed to be issued by the Sheriff of Burlington County; and
- c) For any relief that the Court deems necessary.

STERN LAVINTHAL & FRANKENBERG LLC

BY: /s/ Djibril Carr, Esq.
Djibril Carr, Esq.

DATED: December 13, 2019

SCHEDULE "A"

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the TOWNSHIP OF PEMBERTON, COUNTY OF BURLINGTON and STATE OF NEW JERSEY, being more particularly described as follows:

BEGINNING at a point in the Southeastery line of Amherst Avenue distant 636.29 feet Northwardly and Northeastwardly measured along the tangent and curved Easterly and Southeastery lines of Amherst Avenue from the Northeastery corner of Amherst and University Avenue. Said beginning point being in the division line between Lot 17 and 18, Block 1102, on plan hereinafter mentioned; THENCE North 33 degrees 33 minutes 13 seconds east along the Southeastery line of Amherst Avenue 85 ~~feet~~ ^{FEET} to a point in the division line between Lot 18 and 19, Block 1102; THENCE South 56 degrees 28 minutes 47 seconds East along said division line 120 feet to a point in the line of Lot 3, Block 1102, and in the middle line of Driveway No. 5, and easements for Utilities (24 feet wide) THENCE South 33 degrees 33 minutes 13 seconds West Partly along Lots 3 and 4, Block 1102, and along the middle line of said Driveway and Easement 85 feet to a point in the division line between Lots 17 and 18 aforementioned; THENCE North 56 degrees 28 minutes 47 seconds West along said division line between Lots 17 and 18, a distance of 120 feet to place of beginning.

SUBJECT TO THE RESULTS OF AN ACCURATE SURVEY.

Known and designated as Block 1102 Lot 18 on the Official Tax Map of the TOWNSHIP OF PEMBERTON, BURLINGTON COUNTY, NEW JERSEY

Commonly known as 232 AMHERST STREET, PEMBERTON, NEW JERSEY 08068

201902173

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Djibril Carr, Esq.: 118012014
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INC. ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2007-AMC2, U.S.
BANK NATIONAL ASSOCIATION, AS
TRUSTEE

Plaintiff

vs.

JOHN BARRY, JR.; MRS. JOHN BARRY,
JR., HIS WIFE; MARIE A. BARRY; JOHN
WESLEY BARRY; PROSPERITY UNITED
TRUST; UNITED STATES OF AMERICA;
OCEAN MEDICAL CENTER; AMERICAN
EXPRESS NATIONAL BANK and STATE
OF NEW JERSEY

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BURLINGTON COUNTY

DOCKET NO.:

CIVIL ACTION

CERTIFICATION OF NO OTHER ACTION

In accordance with *Rule 4:5-1*, I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that to the best of our knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

STERN LAVINTHAL & FRANKENBERG LLC

ATTORNEYS FOR PLAINTIFF

BY: /s/ Djibril Carr, Esq.
Djibril Carr, Esq.

DATED: December 13, 2019

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OF NEW JERSEY

Defendants

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY
CHANCERY DIVISION

Docket No:

CIVIL ACTION

CERTIFICATION OF TITLE SEARCH

I, THE UNDERSIGNED, Am an Attorney at Law of New Jersey with the Law Firm of Stern Lavinthal & Frankenberg LLC, attorneys for the Plaintiff in the within action, and the person actually entrusted with the conduct and management of the case. I aver that prior to the filing of this mortgage foreclosure complaint, I have received and reviewed a title search of the public record for the purpose of identifying any lien holder or other persons and entities with an interest in the property that is subject to the within foreclosure. The effective date of the title search is 11/7/2019.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

STERN LAVINTHAL & FRANKENBERG LLC

DATED: December 13, 2019 BY: /s/ Djibril Carr, Esq.
Djibril Carr, Esq.

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105 Eisenhower Parkway - Suite 302
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Defendant(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
BURLINGTON COUNTY

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**CERTIFICATION OF REDACTED
PERSONAL IDENTIFIERS**

Please see the statement of Certification of Redacted Personal Identifiers contained in the attached
Foreclosure Information Sheet (FCIS)

DATED: December 13, 2019

FTL

F. 5/31/2016

RECORDING INFORMATION SHEET		49 RANOCAS RD, MT. HOLLY, NJ 08060	
INSTRUMENT NUMBER: 5220544		DOCUMENT TYPE: FEDERAL TAX LIEN	
<p style="text-align: center;">Official Use Only</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p style="text-align: center;">TIMOTHY D. TYLER BURLINGTON COUNTY</p> <p style="text-align: center;">RECEIPT NUMBER 8326958 RECORDED ON MAY 31 2016 3:56 PM</p> <p style="text-align: center;">INSTRUMENT NUMBER 5220544</p> <p style="text-align: center;">BOOK: 10R-13224 PAGE: 1739</p> </div>		Document Charge Type FEDERAL TAX LIEN	
		Return Address (for recorded documents) USA - INTERNAL REVENUE PO BOX 145595 CINCINNATI OH 45250	
		No. Of Pages (Excluding Recording Information and/or Summary Sheet) 1	
		Consideration Amount \$0.00	
		Recording Fee \$25.00	
		Realty Transfer Fee \$0.00	
		Total Amount Paid \$25.00	
		Municipality	UNKNOWN
		Parcel Information	Block: N/A Lot: N/A
		First Party Name	JOHN BARRY JR
		Second Party Name	INTERNAL REVENUE SERV
Additional Information (Official Use Only)			
 5220544			
Curl Id: 5416153 Recording Clerk: kpastva			
<p>***** DO NOT REMOVE THIS PAGE. *****</p> <p>COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD</p> <p>***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****</p>			

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Form 668 (Y)(c) (Rev. February 2004)		5216 Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #2 Lien Unit Phone: (800) 913-6050		Serial Number		Due Date for Recording Office CLERK	
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer JOHN & MARIE BARRY JR					
Residence 232 AMHERST AVE PEMBERTON, NJ 08068					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(e).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2014	[REDACTED]	04/26/2016	05/26/2026	125005.37
Place of Filing Office of the County Clerk Burlington MOUNT HOLLY, NJ 08060					Total \$ 125005.37

This notice was prepared and signed at DETROIT, MI, on this,

the 20th day of May, 2016.

Signature <i>Cheryl Cordaro</i> for ELBA Y PORRATADORIA	Title REVENUE OFFICER (732) 761-3388	22-03-3531
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-486, 1971-2 C.B. 408)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 80025X

NOTICE PURSUANT TO N.J.S.A. 46:10B-51(d)

Representative of the Plaintiff who is responsible for receiving complaints for property maintenance and code violations is:

Name: Robin Callahan c/o Cenlar, FSB
Address: 425 Phillips Blvd
Ewing, NJ 08618
Phone No: (609)883-3900

In-state representative of the Plaintiff who shall be responsible for care, maintenance, security and upkeep of the property if it becomes vacant and abandoned is:

Name: Robin Callahan c/o Cenlar, FSB
Address: 425 Phillips Blvd
Ewing, NJ 08618
Phone No: (609)883-3900

**CERTIFICATION OF DILIGENT INQUIRY TO BE ANNEXED TO
RESIDENTIAL MORTGAGE FORECLOSURE COMPLAINTS PURSUANT
TO RULE 1:5-6(c)(1)(E) AND RULE 4:64-1(a) (2) and (a) (3)**

Djibril Carr, Esq., of full age, hereby certifies and says:

1. On 12/04/2019 and 12/13/2019, I communicated by client interface and overnight delivery with the following named employee(s) of CENLAR, FSB, who stated that he/she personally reviewed the complaint to be filed with the court and that he/she confirmed compliance with *Rule* 4:64-1(b)(1) through (b)(10) and (b)(12) through (b)(13).
2. The name, title and responsibilities of the plaintiff's employee(s) or plaintiff's mortgage loan servicer's employee(s) with whom I communicated are: JOHN KADIMIK, VICE PRESIDENT AND ASSISTANT SECRETARY, and WHO REVIEWS PROVIDED DOCUMENTS FOR EXECUTION.
3. The above named employee(s) stated that the relationship between his/her employer and the plaintiff is: AS ATTORNEY IN FACT FOR PLAINTIFF, and confirmed that his/her employer is authorized to act on behalf of the plaintiff in this action.
4. Based on my communication with the above-named employee(s) of plaintiff or plaintiff's mortgage loan servicer, as well as my own inspection of the loan information supplied by the plaintiff or the plaintiffs mortgage loan servicer and other diligent inquiry, I execute this certification to comply with the requirements of Rules 1:4-8(a), 1:5-6(c)(1)(E), and 4:64-1(a)(2) and (a)(3).
5. I am aware that I have a continuing obligation under Rule 1:4-8 to amend this certification if a reasonable opportunity for further investigation or discovery indicates insufficient evidentiary support for any factual assertions proffered by plaintiff in any court filings or documents in this case.

I certify that the foregoing statements made by me are true, I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

STERN LAVINTHAL & FRANKENBERG LLC

BY: /s/ Djibril Carr, Esq.
Djibril Carr, Esq.

DATED: December 13, 2019

Unless you notify us in writing within thirty (30) days after receipt of this letter that the debt, or any part of it, is disputed, we will assume that the debt is valid. If you do notify us in writing within thirty (30) days after receipt of this letter that you dispute the debt or any part of it, we will obtain verification of the debt and mail it to you. Also upon your written request within thirty (30) days after receipt of this letter, we will provide you with the name and address of the original creditor if different from the current creditor. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

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Foreclosure Case Information Statement

Case Details: BURLINGTON | General Equity Docket # 020437-19**Case Caption:** CITIGROUP MORTGAGE L VS
BARRY, JR. JOHN
Case Initiation date: 12/13/2019**Case Type:** RESIDENTIAL MORTGAGE
FORECLOSURE
Document Type: Complaint**Plaintiff(s)** (1)**Name:** CITIGROUP MORTGAGE LOAN TRUST **Party Type:** Business
Address Line 1: 1000 TECHNOLOGY DRIVE **Corporation Type:**
Address Line 2:
City: OFALLON **State:** MO **Zip:** 63368 **Phone:**
Attorney Name: DJIBRIL ANWAR CARR **Email Address:** ECOURTS@STERNLAV.COM**Defendant(s)** (9)**Name:** JOHN BARRY, JR. **Party Type:** Individual
Address Line 1: **Corporation Type:**
Address Line 2:
City: **State:** **Zip:** **Phone:**
Attorney Name: **Email Address:****Name:** MRS. JOHN BARRY, JR., HIS WIFE **Party Type:** Individual
Address Line 1: **Corporation Type:**
Address Line 2:
City: **State:** **Zip:** **Phone:**
Attorney Name: **Email Address:****Name:** MARIE A BARRY **Party Type:** Individual
Address Line 1: **Corporation Type:**
Address Line 2:
City: **State:** **Zip:** **Phone:**
Attorney Name: **Email Address:**

Name: JOHN WESLEY BARRY

Party Type: Business

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

Name: PROSPERITY UNITED TRUST

Party Type: Business

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

Name: UNITED STATES OF AMERICA

Party Type: Business

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

Name: OCEAN MEDICAL CENTER

Party Type: Business

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

Name: AMERICAN EXPRESS NATIONAL BANK

Party Type: Business

Address Line 1:

Corporation Type:

Address Line 2:

City:

State:

Zip:

Phone:

Attorney Name:

Email Address:

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Name: STATE OF NEW JERSEY

Party Type: Business

Address Line 1:

Corporation Type:

Address Line 2:

City:

State: NJ

Zip:

Phone:

Attorney Name:

Email Address:

Property(s)

(1)

Property Address: 232 AMHERST ST

County: BURLINGTON

Municipality: PEMBERTON TWP

Block: 1102

Lot: 18

Zip: 08068

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

12/13/2019

Dated

/s/ DJIBRIL ANWAR CARR

Signed

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CITIGROUP MORTGAGE LOAN TRUST INC.
ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2007-AMC2, U.S.
BANK NATIONAL ASSOCIATION, AS
TRUSTEE

Plaintiff,

-against-

John Barry, Jr.; Mrs. John Barry, Jr. His Wife;
Marie A. Barry; John Wesley Barry; Prosperity
United Trust; UNITED STATES OF AMERICA;
OCEAN MEDICAL CENTER; AMERICAN
EXPRESS NATIONAL BANK and STATE OF
NEW JERSEY,

Defendant(s).

Case No.: _____ ()

**AFFIDAVIT IN SUPPORT OF
NOTICE OF REMOVAL
TO FEDERAL COURT
PURSUANT TO
28 U.S.C. §§ 1441 & 1446**

[PREVIOUSLY PENDING IN THE
SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION FOR
BURLINGTON COUNTY
DOCKET NO.: F-020437-19]

JANUARY 21, 2020

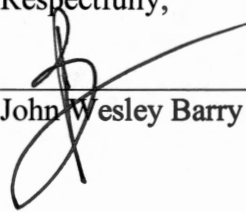
VERIFICATION

New Jersey State	}	
	} ss:	
Burlington County	}	

I, John Wesley Barry, hereby verify that following statements are true and correct to the best of my knowledge and belief.

1. I am of the age of majority, I am a natural man on the land who is an American National/Civilian, not a United States Citizen, and I have personal firsthand knowledge of the statements made by me in the foregoing Notice of Removal from the New Jersey State Superior Court to the federal District Court for the District of New Jersey.
2. I affirm under penalty of perjury under the laws of the Constitution for the United of America as well as the New Jersey State Constitution per 28 U.S.C. § 1746.

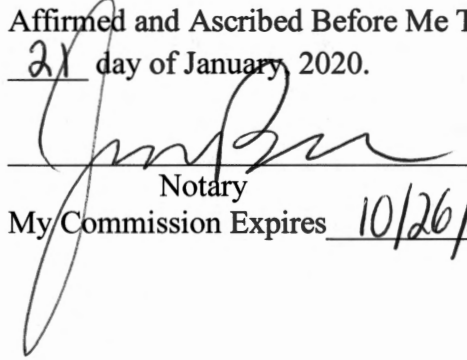
Respectfully,



John Wesley Barry

Affirmed and Ascribed Before Me This

21 day of January, 2020.



Notary

My Commission Expires 10/26/23

